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JEANNE A. NAUGHTON

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BY: UNITED STATES BANKRUPTCY COURT  
DEPUTY CLERK DISTRICT OF NEW JERSEY

v. Dr. Rudolf H. Hendel, Ph.D.  
Dr. Catherine G. Lin-Hendel, Ph.D.  
(the Hendels)

CASE NO.: 21-18847-JKS

CHAPTER: 11

HON. JUDGE

JOHN K. SHERWOOD

**Alleged Debtors**

**Notice of Motion to Order Honest and Fair  
Payoff Quotes**

PLEASE TAKE NOTICE THAT THE UNDERSIGNED MOTION FOR THE COURT to  
ORDER Fay Servicing (Fay) to issue an honest and fair Payoff Quote to the alleged debtors Dr.  
Hendel and Dr. Lin-Hendel on the BofA-Hendel first mortgage, and similarly ORDER Select  
Portfolio Servicing (SPS) to issue an honest and fair Payoff Quote to the Hendels. The Return  
Date of the Motion is April 19, 2022, or thereafter at the Hon. Sherwood's discretion.

**Summary of the 3/29/2022 Status Conference:**

Your Honor expressed concern that our Exit Plan did not contain a firm Refinancing  
Commitment from a lender. We want to highlight the fact that our adversaries-the alleged  
"secured creditors" and their dishonest lawyers (except attorney McDonough) have been not  
only entrapping us with fake Loan Modification Assistance lures, but also have sabotaged our  
conventional refinancing at 2% rate, for which we were pre-approved before Fay/FV secretly  
listed our home on a scamming Sheriff's Sale just as we were 6 months out of bankruptcy—a  
key requirement from the lenders who had pre-qualified and pre-approved the conventional  
refinancing (CR). This diabolical and fraudulent Sheriff's Sale listing disqualified us from the two  
pre-approved CR. Furthermore, Fay/FV rejected our financial restructuring consultant's written  
request for a 30-day Adjournment which would have allowed us to close on one of the pre-  
approved CR, thus forced us into filing for the 3<sup>rd</sup> Chapter-11 protection from their predatory  
and criminal attempts to steal our home and accumulated equity over the past 31 years.

1 WT/Fay/FV and their co-conspirators in their 10+ years of RICO crimes against us also  
2 proceeded to sabotage our Reverse Mortgage (RM) refinancing by poisoning the small pool of  
3 FHA and Jumbo-Loan qualified appraisers in the area, a malicious act we had already briefly  
4 described in DOC 22 and DOC 34. Even more shocking was for both, Fay and SPS sending more  
5 than two multimillion dollar each Payoff Statements to the two RM brokers who had already  
6 qualified us and pre-approved us for the Good Faith Quotes which Dr. Hendel supplied to the  
7 Court in his exit plan. Such "shock & awe" carpet bombing of our refinancing opportunities has  
8 abundantly show-cased their malicious intent to destroy us through the two weaponized loans  
9 while continuing to rip us off, all through their brazen use and abuse of the Courts and the  
10 Sheriff Sale System. The many and varied criminal tactics they have expertly deployed through a  
11 decade of RICO crimes and Law-warfare (Lawfare) against us, have been practiced much wider  
12 than just against us. There exist a large volume of complaints and rap-sheets and billions of  
13 dollars in fines against these bankers' maleficence, malfeasance, and criminalities.

14 Also discussed was the fact that Fay/FV have failed to provide any statement, 1098 form  
15 and payoff quote to us in spite of our multiple requests. Finally after the Court conference, we  
16 received the **2021 year-end 1098** form from Mr. Schwalb through email, which we need for tax  
17 filing (**Exhibit 1A**). The 1098 form states "**Outstanding Mortgage Principal**" at **\$1,328,632.69**,  
18 and "**Mortgage interest received from payers/borrowers**" at **\$17,684.32**. During the hearing,  
19 Mr. Schwalb claimed that he had a payoff quote from Fay at **\$1.61 million (as opposed to the**  
20 **outrageous \$2.1+ million Payoff Statement Fay had told to or sent to the RM brokers and the**  
21 **more than \$2.58 million SPS sent)**. This means that **Fay/FV at the minimum wants to rip us off**  
22 **for nearly \$300K, \$7,000 above the Zillow home price index for an average home in the USA,**  
23 **and at a maximum they wanted to rip us off for \$900K through the Payoff Quote they sent to**  
24 **our RM brokers, the price of three typical US homes.**

25 The added unrestrained greed the banks have attempted though are far smaller than  
26 what they have had already ripped off from us in their more than 10 years of IP-Theft and  
27 Looting and having committed 10 years of RICO crimes and Lawfare against us—putting us  
28 through hell, the smaller rip-offs nonetheless further burden, occupy and incapacitate us. Also  
note the initial mortgage of \$1,500,000 began in October 2006 as a 5/1 ARM at 1.25%, with  
monthly mortgage payments of \$4,998.78, and five years later would adjust/change to 2% + the  
yearly average of the prior-year's monthly LIBOR, which only went down from there except for  
a very short-lived small rise in 2018 and 2019. Our BofA 5/1 ARM was refinanced to a fixed rate  
mortgage at 2% in July 2011, with August 2011 as the first full month at 2% rate. It is doubtful

1 that less than \$200K of the principal amount has been paid off since, considering that we had  
2 not missed a single payment until BofA bugged us to stop payments beginning in Sep/Oct 2016  
3 until we stopped payments in March 2017 as instructed by BofA to be eligible for BofA's Loan  
4 Modification Assistance Program (LMAP). We resumed with paying APP for a total paid  
5 \$103,930.36 between March 2020 and March 2022. **In Addendum I, the true/correct payment**  
6 **table with interest, principal, and principal balance is calculated and noted to the end of**  
7 **February 2017. The result is consistent with First Principle Math: the Principal Balance in truth**  
8 **is \$1,128,199.00, and not the \$1,345, 316.00 which Fay said it obtained from BofA, pilfering**  
9 **\$217,117.00 from the Hendels.** The varied and many-faceted shenanigans BofA/WT/Fay and FV  
10 have done are still surprising and shocking to us even after having already suffered their frauds  
11 and pilfering for a decade.

12 Mr. Schwalb made a willful false statement to mislead the Court during the Conference  
13 (as he has always done) that "the debtors only want to prolong the bankruptcy process to  
14 deprive the "secured creditor's right to conduct a Sheriff Sales of their home (i.e., to delay or  
15 deprive Fay/FV's long lust after goal in stealing the Hendel home and loot the equity through a  
16 Sheriff Sale scam). The truth is just the opposite, and he knew the truth: The Hendels have had  
17 absolutely no interest in prolonging the ordeal of wrestling snakes, vipers and pigs in the  
18 territorial swamp of these banks and their lawyers. The fact is that the snakes and vipers are  
19 not willing to let go of their victim-"debtors", perceiving the time to devour them is near.

20 **The facts and truth have been known to the bankers, their lawyers, and the Courts:**

21 BofA, Chubb, WT (and parent M&T Bank), Fay, SPS and their lawyers—including Mr.  
22 Schwalb and Mr. McDonough all have known the truth behind the bankers' diabolic actions  
23 against the Hendels: they have been stealing and looting patented inventions—the most  
24 valuable and provable form of Intellectual Properties from the Hendels since at least 2010  
25 (with SPS and its parent Credit Suisse beginning in Dec. 2005 and Chubb beginning in 2009).  
26 They not only have ripped off conservatively estimated high hundreds of Millions in licensing  
27 and royalty fees they owe us, but also have ripped off more from the Treasuries of the USA and  
28 the State of New Jersey in tax-incomes from the licensing and royalty fees these banks **AND**  
their corporate clients, partners and investors in at least 50 of the largest Communist Chinese  
multinationals have by law owed the Hendels.

BofA and Chubb have abused our trust as their consumer clients (since 1981) to pre-  
emptively strike us through refinance and loan-modification frauds, banking documentation

1 frauds, RICO crimes, bankruptcy-claims frauds, loan modification assistance frauds and  
2 foreclosure frauds and Sheriff's Sale scams to occupy us, run us ragged, run out our clock, strip  
3 our wealth and incapacitate us, in order to prevent us from being able to research their  
4 Intellectual Property Theft against us, less enforce our Intellectual Property Rights against their  
5 theft and looting, as well as that of their CCP/PRC corporate clients, partners/investors. Their  
6 criminal tactics of abuse have been so brazen and gruesome, in order to avoid risking multi-  
7 billion dollar penalties from SEC, CFPB and DOJ when caught red-handed, they have resorted to  
8 using much smaller but criminally-skilled smoke-mirror agents of fraud and crime such as  
9 Wilmington Trust, Fay Servicing and Friedman Vartolo to continue and expand their RICO  
10 crimes aiming to drive us OUT of our home at age 73 aiming to destroy us and award the  
11 lawyers and judges involved in the RICO crimes with big bonus that is our home and home  
12 equity. The RICO crime participants have all been notified in 2018 and 2019 of the  
13 consequences of their actions against us aided and abetted the IP-theft by the 50 largest of  
14 CCP/PRC's SOE and Semi-SOE multinationals, while harming the interests and tax income of the  
15 USA and the State of New Jersey, but these financial institutions and their minions and bought-  
16 and-paid-for judges all continued and even worsened their RICO crimes against us. Thus they  
17 have willfully aided and abetted the largest 50 of CCP/PRC's giants in banking, financials,  
18 technology, telecom, energy and infrastructures, allowing them to continue to steal Hendel  
19 Patents (and other American IPs). The CCP/PRC have long aimed to dominate and destroy  
20 America by stealing America blind and win competitions against the USA all over the world.  
21 They have succeeded with the aid of the diabolic, dishonest and vicious American traitors the  
22 like of these bankers and their lawyers. America now is nearing-death and the long suffering  
23 Americans, including the Hendels, have these American traitors to blame.

24 **Facts in support of this Motion already documented in DOC 22 & DOC 34:**

25 Please allow us to turn Your Honor's attention to the occurrences/events which had  
26 forced us back to Your Honor's Court for the 3<sup>rd</sup> Chapter-11 Bankruptcy. Let us stress: we were  
27 very near to obtaining conventional refinancing of the two weaponized BofA-Hendel loans at  
28 the prevailing rate of near 2%, an interest rate which had been available throughout Y2020,  
2021 and to the earlier part of 2022. We had documented these occurrences and events in **DOC**  
**22** (a letter from us to Your Honor filed on 11/24/21) and **DOC 34**, filed 1/4/22 in Opposition to  
the Wilmington Trust (WT) / Fay Servicing (Fay)'s bad-faith **Motion for Stay Relief** (DOC 28)  
filed by their attorney Jonathan Schwalb of Friedman Vartolo LLP (FV).

1 We explained in previous documents submitted to 20-10237-JKS, that these two  
2 weaponized BofA-Hendel loans had been used to strip our wealth and loot our remaining assets  
3 through bad-faith practices, outright frauds and crimes, and Frauds on the Courts participated  
4 by State Court judges and clerks. In Doc 22 and Doc 34, we briefly explained to Your Honor how  
5 WT/Fay/FV continued their quest to steal our home through corrupted State Courts in stealth  
6 after Your Honor dismissed the Chapter 11 case 20-10273-JKS. Seeing clearly that there is no  
7 justice or relief that would come forth from the Courts, we immediately pursued refinancing  
8 from other mortgage lenders after leaving 20-10237-JKS on or about 3/25/2021. We asserted  
9 extreme efforts and hard work to have obtained pre-qualification for conventional refinancing.  
10 Two exceptionally enlightened lenders pre-qualified us according to our income, credit scores,  
11 personal history and home value, but required that our home not be listed in a pending  
12 Sheriff's Sale and being at least 6 months out of bankruptcy (while other lenders we  
13 approached required us to be one or two years out of bankruptcy). We would have become  
14 eligible for these requirements on or about 9/25/2021. But – we were sabotaged by Friedman  
15 Vartolo who (again fraudulently) entered our home for Sheriff's Sale on or about 9/28/2021  
16 without notifying us. The Sheriff's Department also did not notify us. It was a local realtor who  
17 alerted and informed us of this stealth Sheriff Sale listing of our home. We (and the realtor)  
18 checked with the Sheriff's office to see if an adjournment would be possible for us to complete  
19 the pre-approved refinancing applications we were working on. A person in the office handling  
20 calls of inquiries on Sheriff Sales told the realtor and us: "There will be no Sheriff Adjournment  
21 for the 26 Ridge Road home. The only possible Adjournment is Plaintiff Adjournment which the  
22 owners of the home can only obtain from Plaintiff's attorney Friedman Vartolo LLP, Mr. Adam  
23 Friedman." We then asked the Law Offices of Lee Perlman (LOLP) which we had retained to  
24 assist us through financial/debt restructuring to contact Mr. Friedman for a 30-Day Plaintiff  
25 Adjournment for us to complete the refinancing, which Mr. Friedman rejected within 45  
26 minutes of the sent-time of LOLP's email request. A 2<sup>nd</sup> request through LOLP offering to pay  
27 \$10K for the 30-day Plaintiff Adjournment was also immediately rejected.

28 With the completion of the debt restructuring with a conventional refinance no longer  
possible, we were forced to file for this 3<sup>rd</sup> Chapter-11. Only after we had completed the  
Chapter-11 filing, we discovered that all of the properties listed on the same day for Sheriff's  
Sale with our home (on 11/17/21) were in fact adjourned; all were marked as having "**Sheriff  
Adjournment**" in the "details" page of each listed property including our home. There was no

1 Sheriff's Sale on that day. The listing was a scam. The Sheriff Sale personnel telling us that a  
2 Sheriff Adjournment was not possible for our home had lied and practically colluded with  
3 Friedman Vartolo (FV) in forcing us into filing for Bankruptcy Protection, yet again.

4 As soon as we found out from the local realtor in October 2021 of WT/Fay/FV's stealth  
5 Sheriff's Sale Listing shenanigans to sabotage our conventional loan refinancing, we proceeded  
6 to investigate and apply for a Reverse Mortgage, the only feasible method of refinancing  
7 remaining to us if we could not secure an Adjournment on the Sheriff's Sale "booked" for  
8 11/17/2021. Reverse Mortgages would charge much higher interest rates but would not be  
9 deterred by Sheriff's Sale listing or Bankruptcy, as long as our home value was far higher than  
10 the sum of all debts listed or claimed in Bankruptcy Court. Sufficient income and credit scores  
11 would strongly support the application. Also, we would not be required to make monthly  
12 payments, and unpaid interest would be added to the principal amount covered by the excess  
13 equity and expected home value increase overtime. Due to our bankruptcy filing, at least ten  
14 years of property taxes and insurance premiums would have to be subtracted from the  
15 estimated equity (to be held in a lender-controlled trust) in calculating the maximum loan  
16 amount and interest rate. Given that we had already prepared the conventional loan  
17 refinancing application documents, we were able to supply these documents to two RM  
18 brokers we had selected and were quickly pre-approved, pending two appraisals for each RM  
19 lender/broker for a total of four appraisals by area appraisers who are FHA and Lender qualified  
20 and approved to appraise for homes worth above \$2 million for Jumbo Loans, which the RM  
21 brokers told us at the time could be done fairly quickly. However, it appears that our  
22 adversaries had also immediately proceeded to interfere with and sabotage our Reverse  
23 Mortgage refinancing. In DOC 34, we informed Your Honor of our adversaries' actions in  
24 interfering and preventing the RM lenders from obtaining timely, true and fair appraisals for  
25 our home. Out of the required 4 appraisals which were scheduled to take place in November  
26 and December 2021, three backed out close to or on the scheduled site visit date, and one gave  
27 a ridiculously low and frankly sabotaging appraisal. A fifth appraiser booked and paid for in  
28 January 2022 withdrew after their site visit, refunding the fees paid. Such extremely rare  
behavior is statistically impossible without malicious interference from someone, and our  
adversaries are the only parties with interest and demonstrated history to do so. The pre-  
approved Good Faith Quotes (GFQs) sabotaged by these adversarial bankers and lawyers will be  
shown in the next sections.

**WT/Fay/FV's willful act of deceit and fraud against Hendels, the Court, SEC, CFPB, DOJ and the Law, which they again self-documented in DOC 28-1, Motion for Stay Relief:**

In DOC 34, we pointed out the WT/Fay/FV's fake hint of offering to discuss settlement with us made in their motion paper Doc 28-1, page 6, last paragraph: **"In addition, Movant requests an Order allowing Movant to offer and provide Debtors with information regarding a potential Forbearance Agreement, short sale, deed in live, loan modification, Refinance Agreement, or other loan workout/loss mitigation agreement, if applicable, and to enter into such agreement with the Debtors without further order of the court."** (Exhibit 1B).

Our financial restructuring consultant from the Law Offices of Lee Perlman (LOLP), Mr. John Prebich thought this paragraph to be an olive-branch as the law does require a lender to offer a genuine Loan Modification or other Assistance Program to a distressed borrower to avoid Foreclosure and Sheriff's Sale. Mr. John Prebich contacted Mr. Jonathan Schwalb shortly thereafter to discuss what the **"potential Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement"** might be. Mr. Schwalb replied with unusually strong expletives not suitable for quoting on paper but profoundly shocking Mr. Prebich. Mr. Schwalb also emphatically stated to Mr. Prebich: **"We want the Hendels OUT OF THE HOUSE, ASAP and VERY SOON!!!!"**, and that **"There will be NO AGREEMENT of ANY KIND"**. Mr. Schwalb further stated to Mr. Prebich that the paragraph at the end of DOC 28 **was placed there only to satisfy a law requirement and had no real meaning**. This is akin to willfully misleading regulatory agencies, pretending to satisfy requirements, yet having no intent to do so. They are lying and committing Fraud upon this Court on a motion paper, and lying to and committing willful fraud upon SEC, DOJ, CFPB and the State banking, financial, mortgage and foreclosure laws, regulations and rules. In other words, WT/Fay and FV had always intended to only present fake obedience and satisfaction of law, when in fact they had always intended to defraud us and loot from us through its bad-faith practices, lying to us to entrap us, through numerous instances of Frauds on the Courts and Frauds against SEC, CFPB and DOJ, as they have done to us.

**Additional WT/Fay/FV Acts of recent Sabotage inflicted on our Reverse Mortgage Refinancing not documented in DOCs 22 and 34:**



1 Conducting even more sabotage, Fay Servicing (Fay) and Select Portfolio Servicing (SPS)  
2 issued ridiculous multimillion dollar Payoff Statements to the RM brokers, with SPS demanding  
3 more than \$2.58 Million (**Exhibit 2**) and Fay demanding more than \$2.1 Million, while the total  
4 amount due them in their respective derogatory credit reports filed to the Credit Bureaus were  
5 (the already bloated) amounts at approximately \$ 1.46 million and \$500 K for the BofA-Hendel  
6 first mortgage serviced by Fay and the BofA-Hendel HELOC serviced by SPS. We obtained a copy  
7 of the SPS Payoff Statement sent to the Advisors Mortgage Group (AMG) as shown in **Exhibit 2**.  
8 We were not provided with a copy of the Fay Serving Payoff Quote sent to the RM brokers, but  
9 were told that it was similar in nature and in size. One of the RM brokers competing for our RM  
10 refinancing was American Advisors Group (AAG), which understood the message of intimidation  
11 and un-corporation from Fay and SPS and withdrew from our case. The AAG broker told us that  
12 if we were able to obtain an Order for the loan servicers to issue to us honest and reasonable  
13 Payoff Quotes from the Bankruptcy Court that can be enforced by the Court within a  
14 reasonable time frame, we can contact AAG to revive our application with required update to  
15 our application documents.

14 **Exhibits 3A and 3B** show the Good-Faith Quotes (GFQ) according to which we had been  
15 qualified for in October and November 2021 by the two RM brokers and their respective  
16 lenders, both at the interest rate of 5.15% and more than sufficient to payoff both the first  
17 mortgage and the HELOC as Fay and SPS had claimed with abundant bloating to the three  
18 Credit Bureaus in October/November 2021 to add to a total of approximately \$1.96 million, and  
19 with sizable additional "cash out" amount available to us. Both RM brokers had put the market  
20 value of our home at \$15 million, primarily based on Chubb America Homeowners and Liability  
21 Insurance policy on our home pegging the "rebuild to code" cost as the insured "Replacement  
22 Cost" for the dwelling at \$8.6 million, and adding to it the lot value, landscaping, and the home  
23 content portion customized to the home, to mathematically put the basic minimum valuation  
24 of our home at \$15 million without taking into account the much higher ceiling height, the  
25 extraordinary quality of the building materials (including hand sawn super-sized black walnut  
26 structural lumber, wood paneling, doors and intricately carved fireplace mantels throughout  
27 the home), construction technologies and artisanship (including exquisite carvings) that are no  
28 longer available today or feasible to be incorporated in new construction. They then applied a  
large discount to the number in calculating their respective GFQs. They explained this  
methodology to us and we used it in our Chapter-11 filing. To be extra conservative, these  
brokers applied large discounts to their \$15 million valuation, and used \$10 million and \$7.4



1 million as the home value to calculate their respective GFQ as shown in **Exhibits 3A and 3B**. A  
2 Letter of Intent to Offer Reverse Mortgage was issued to us to help us get reasonable and  
3 honest payoff quote through the Bankruptcy Court is shown in **Exhibit 3C**.

4 As a result of the suspicious adversarial interferences poisoning the limited local FHA  
5 and jumbo-loan qualified appraiser community, while also indicating their clear intent of non-  
6 cooperation intimidation with the sky-high Payoff Statements originating from these  
7 adversarial, lawless and predatory financial institutions and their lawyers involved in repeatedly  
8 forcing us into filing Chapter-11 protection a total of three times, AAG stopped processing our  
9 application. While AMG has continued to soldier on thus far, and the sabotaging continued.  
10 AMG was not able to obtain an appraisal throughout November, December and January, and  
11 finally obtained one appraisal in February. That appraiser gave a low appraisal at \$5.5 million  
12 which was barely passable in comparison to BofA's 2006 \$6 million appraisal. As a result, an  
13 updated GFQ from AMG changed to a much higher interest rate (2.2% higher) and much lower  
14 lending limit (**Exhibit 4**), due to WT/Fay/FV's unceasing sabotage. As their non-corporation  
15 intimidation and sabotaging with local appraiser community continued, we don't know  
16 whether this much worsened GFQ could close in reasonable time, while general mortgage  
17 rates have begun to rise in March due to inflation and the Russia-Ukraine war.

18 **Our goal after exiting 20-10237-JKS has been** to get ourselves out from under the jaws  
19 and claws of more than 10 years of misery, stress, lost peace and productive time under the  
20 malicious oppression and persecution inflicted by this group of predatory financial institutions  
21 which have been looting our Intellectual Properties while employing their thugs and thug  
22 lawyers to conduct RICO crimes and Lawfare to loot all of our cashable wealth including 401Ks,  
23 Pensions and cash values accumulated in our Universal Life Insurances--through the aiding and  
24 abetting of corrupted judges and courts, to culminate in enabling the lawyers to profit from  
25 looting our home and the large equity in it, while benefiting the patent-looting financial  
26 institutions by making us homeless at age 72 and 73 to completely destroy us and incapacitate  
27 us from ever being able to enforce our patent rights against the viciously criminal financial  
28 institution's theft. Unfortunately, BofA/WT (+M&T Bank)/Fay/FV and SPS would not let us off  
their viciously predatory jaws and claws, and they are continuing to use the Courts to commit  
their RICO crimes against us, and frauds against and violation of SEC, CFPB and DOJ  
regulations/rules.

**BofA/WT/Fay and FV's Continual Attempt to use and abuse Your Honor to criminally take possession of our patent portfolio and other assets**

We were alerted by several bankruptcy/foreclosure lawyers we interviewed after the passing of Mr. Byck, that from what they could decipher from the financial institutions' and their lawyers' actions and the related court papers, that these financial institution were scamming to use a Bankruptcy judge's conversion of our legitimate Chapter-11 filing into a Chapter-7, through which they could take possession of our portfolio of Patented Inventions, and our home and land assets (as a bonus for any participating entities in the 10 years of RICO crimes against us). In addition to requiring large retainers, these experienced foreclosure and bankruptcy lawyers did not wish to get on the blacklist of the Courts by taking on the job to vigorously defend us but had enough conscience to encourage us to pre-emptively expose the Chapter-11 to Chapter-7 scheme. We did. In spite of our pre-emptive exposure, the bankers did try. The bankers and Mr. Schwalb's renewed attempt at this was expressed again by Your Honor's recently speaking of converting our Chapter-11 to "a large" Chapter-13. The facts and evidence we presented in the past of the bankers' scheming, including to use the Bankruptcy Court to take possession of our patent portfolio, were copied-to/served-to the executives of the Bank of America and Chubb Limited. These facts and associated evidence were/are indisputable and have not been disputed by our adversaries and their lawyers, nor by the executives or anyone in these giant multinational corporations to date. The giants and their lawyers have arrogantly counted on Your Honor to also ignore the facts and evidence we have provided to the Courts of all of their maleficent malfeasance, frauds and crimes, and to implement their predatory will and launder their frauds and crimes for them.

**Even though Your Honor had stated in the first hearing that Your Honor did not wish to hear about past facts anymore, the Rule of Law requires that these indisputable and undisputed but ignored facts of the bankers and their lawyers' crimes and frauds NOT BE SWEPPED UNDER THE RUG with such arbitrary and capricious pronouncement from the bench. Please allow us to at least briefly summarize the facts supporting our allegation that the 12-page "Loan Modification to Step-Rate Periods" document is self-evidently a banking crime, a mortgage fraud, a Loan Modification fraud and a banking documentation fraud.**

In September 2020, Mr. Schwalb presented in a hearing a 2-page BofA document titled: "Loan Modification Agreement to a Fixed Interest Rate" (**Exhibit 5A**), in which a hidden and fraudulent rate-hike from 2% to 4.25% was to begin in Nov/Dec 2020 in the fine-prints. Mr.

1 Schwalb made this presentation in a shady and hidden manner to justify the interest and  
2 principal claim table WT/Fay/FV had filed in March 2020 that was fraudulent—and not  
3 supportable by the “Proof of Claim” they had used--a counterfeit copy of the dated August  
4 2006 BofA-Hendel 5/1 ARM document which was invalidated by the BofA-Hendel July 2011  
5 Refinance to a fixed-rate mortgage. We examined the WT/Fay/FV’s Claim as recommended by  
6 several lawyers we interviewed for the purpose of replacing the deceased Mr. Byck that we  
7 should not assume that the bankers’/creditors’ claims were true and correct, and found these  
8 falsehoods and thus filed dispute to the claim in a motion for an order to dismiss this fraudulent  
9 claim without prejudice or expunge the claim. Our 2006 BofA 5/1 ARM which began at 2.25 %  
10 for the first 5 years and used the prior year’s yearly average of monthly LIBOR as the adjusted  
11 rate which soon became 2%. The 5/1 ARM was refinanced to a new 2% fixed-rate mortgage in  
12 July 2011. This “Refinance to a 2% Fixed-Rate” was widely advertised by BofA and solicited by  
13 BofA as a part of BofA’s settlement discussions with SEC and DOJ for BofA’s financial and  
14 mortgage frauds and unlawfully foreclosing many of its mortgages which contributed to the  
15 2008 financial crisis and the follow-on depression of housing market and general economy. The  
16 fraudulent Loan Modification and Foreclosure actions conducted by BofA and its smoke-mirror  
17 agents WT/Fay/FV were exactly among the banking/ finance/mortgage and foreclosure crimes  
18 conducted by BofA which resulted in the SEC and DOJ’s \$7.6 Billion penalty exacted against  
19 BofA in 2012 with a Settlement Agreement which has prohibited BofA from repeating these  
20 crimes. We pointed out these facts in 20-10237-JKS and submitted public records of BofA-DOJ  
21 Settlement Agreement to the Court, as well as WT and Fay’s records of financial crimes which  
22 were those they have continued to commit against us soon after they were also fined and  
23 prohibited by SEC, CFPB, DOJ and many courts outside of New Jersey. One would expect a Court  
24 with fairness, integrity and delivering justice in mind, would carefully review our submissions.  
25 But they were ignored by WT/Fay/FV and the Court. Their financial attacks, prohibited by SEC,  
26 DOJ and CFPB have continued against us without interruption.

23 The 2-pager fraud was hidden in 20-10237-JKS DOC 18, a 122 page Motion for Stay  
24 Relief filed by Mr. Schwalb on 1/29/2020, as page 80 and 81, with a 3<sup>rd</sup> page (page 82) called  
25 “CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT” filled out by a Notary Public  
26 unknown to us, dated also 12/01/2011, the same date as page 81 allegedly signed by us also on  
27 12/01/2011, but without notarization and separate from page 80—the 1-page description of an  
28 alleged “Loan Modification Agreement (To a Fixed Interest Rate)” at 2%, but hiding in fine print  
an alleged rate-hike of 225% to 4.25 % allegedly to take effect 11/01/2020 but to be billed on

1 12/01/2011. The Notary Public who allegedly filled in the CERTIFICATE separately on page 82  
2 and signed it on 12/01/2011 amazingly did not notarize page 81 allegedly signed by us on the  
3 same day. Page 81 was allegedly signed the next day on 12/02/2011 by a BofA "Attorney in  
4 Fact" and notarized by a Texas Notary Public (for an alleged agreement made on 11/17/2011).  
5 This would be quite a challenge for a financial document which needs to have original wet-ink  
6 signatures by all parties located separately in CA and in Texas with the BofA party located in  
7 Texas with a large bank's bureaucracy. All signatures needed to be notarized at the time of  
8 signing, but our alleged signatures were not notarized. The signature of BofA "Attorney in Fact"  
9 was notarized on 12/02/2011. This document cannot be real, we had never seen it before Mr.  
10 Schwalb's September 2020 presentation of it and had never heard of it from BofA.

11 This alleged December 2011 document was not used in WT/ Fay/FV's Claim 7 filed in  
12 March 2020, but was already hidden in DOC 18, a 166-page WT/Fay/FV Motion for Stay Relief  
13 filed on 1/29/2020. In a September 2020 hearing on the subject, the Hon. Sherwood could only  
14 find this document with Mr. Schwalb's hand-holding guidance, but immediately accepted it as  
15 sufficient explanation for the false claim and claim table which was not supportable by the  
16 dated Proof of Claim WT/Fay/FV had filed. The Hendels did not have access to this 2-pager  
17 forgery during the hearing, but located it after the hearing through PACER, quickly spotted the  
18 fraud, and found that it still did not support the fraudulent claim table. We filed to dispute the  
19 2-pager and explained to the Court the obvious conflicts of terms and facts within the 2-pager  
20 document and the inconsistency of the dating of 12/01/2011 or the alleged signatures by us  
21 without required notarization, and the alleged signature dated 12/02/2011 by a Texas BofA  
22 "Attorney in Fact" and notarized by a Notary Public. This appears to be physically impossible  
23 with mail-travel-time and the bureaucracy of a very large bank.

24 Three months later, the 12-page alleged "Loan Modification" Agreement document,  
25 **(Exhibit 5B, 20-10237-JKS DOC 166-4)** very different from the earlier 2-pager and beginning  
26 with an alleged letter addressed to us and dated 11/17/2011, which we never received and had  
27 never seen before Judge Sherwood brought it up in the Exit Plan hearing on 12/16/2020 (while  
28 it was not mentioned by Mr. Schwalb with even one word). This 12-page document contained a  
"PAYMENT CHANGE NOTICE" on page 4, with an alleged "new payment" at 2%, and \$4,474.68  
as "effective 12/01/2011". **In reality, this rate and payment had already become effective in**  
**July 2011 in what was told to us as a "Refinance to a fixed-rate mortgage at 2%.** Page 5 was  
titled "**MODIFICATION OF NOTE with STEP RATE PERIODS**" allegedly was an agreement made  
between the Hendels and BofA on 11/17/2011 (the same day as the alleged 2 pager "Loan

1 Modification to Fixed Interest Rate” agreement. But this drastically different alleged agreement  
2 (Page 5 of the 12-pager) allegedly was made on the same day as the 2-pager, but allegedly was  
3 signed by the Hendels without dating and without the required notary public for a  
4 financial/mortgage agreement, and there was no signature by a BofA officer. Page 6 is identical  
5 to the page which followed the 2-pager (Loan Modification to Fixed Interest Rate) and titled on  
6 the upper right of the page as CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT”  
7 (Exhibit 5A). The 2-pager hidden by Mr. Schwalb in his 1/29/2020 Motion for Stay Relief, and  
8 only brought up in September 2020—three months after our June 2020 challenge to WT/Fay’s  
9 Claim 7 they had filed in March 2020. The 2-pager (and the inexplicable CA General Purpose  
10 Certificate following it) was included in the 12-page document as pages 7, 8, 9, and is very  
11 different from pages 5 and 6. We never made (and would never agree to) this alleged 12-page  
12 “Load Modification Agreement” either. We had never heard of and did not know the term Loan  
13 Modification until BofA brought up the term in October 2016 as an Assistance Program they  
14 would offer us to “Assist us” through the RICO crime and Lawfare hardship we had already  
15 suffered since 2013. We had no knowledge of the existence of this document before Judge  
16 Sherwood brought it up in the 12/16/2020 Exit Plan hearing. Both the 2-page and the 12 page  
17 documents were allegedly produced by BofA in Nov/Dec 2011, but made their first appearance  
18 9-years later in 20-10237-JKS with subterfuge and disguise: the 2-pager in DOC 18 filed  
19 1/29/2020, and the 12-pager hidden and buried near the end in the 95 page DOC 166 as DOC  
20 166-4 Exhibit D filed on 12/08/2020, behind a large volume of, to us, same-old/same-old dated  
21 and invalidated August 2006 BofA-Hendel 5/1 ARM documents. We did not see this 12-page  
22 document containing abundant and obvious contradictions and departures from facts. BofA,  
23 WT, Fay and FV had never spoken of either one of these two contradicting and self-  
24 contradicting “Loan Modification Agreement” documents to us, had never presented them to  
25 us, nor to the Foreclosure Court. Again, the 12 pager was **not brought up by Mr. Schwalb**  
26 **himself with even one word, but with Judge Sherwood oddly bringing it up with familiarity to**  
27 **the last page and did all the talking for Mr. Schwalb. Obviously BofA, WT/Fay/FV had all**  
28 **known that these two documents could not be real and counted on the bankruptcy court to**  
**white-wash and launder, or even “adjudicate” them into day-light existence.**

25 In our 20-10237-JKS Exit Plan, we offered to resume payments to both Fay and SPS at  
26 the actual contracted interest rates, with the BofA-Hendel first mortgage at 2%, and the HELOC  
27 never departed far from the 2.2% to 2.35% range, and without a “Loan Modification” as an  
28 advantageous “Assistance” to us which BofA vowed to offer us to combine both loans, and Fay

1 and SPS have repeatedly, but falsely solicited us to "apply" without ever intending to grant us a  
2 Loan Modification as mandated by SEC, CFPB and DOJ to AVOID FORECLOSURE, and similarly  
3 widely advertised on BofA, Fay and SPS websites (falsely) claiming commitments to genuine  
4 LMAP designed to enable distressed homeowners to AVOID FORECLOSURE. These acts, as far as  
5 we are concerned have been intended to fool SEC, CFPB and DOJ as fake compliance to law and  
6 regulations, while in reality used as instruments to fool us, to entrap us, and run out the clock  
7 on us, with their goal to strip our wealth, strip our options to a true REFINANCE with other  
8 lenders, and for them to continue to loot our IP with NO REPERCUSSION, and even to loot our  
home and home equity as a bonus for key participants in the joint RICO crimes against us.

9 We were clearly told by BofA in July 2011 and thereafter, that the Refinance of our 5/1  
10 ARM initially contracted with BofA in August 2006 was a REFINANCE to a new 2% Fixed-Rate  
11 Mortgage, and our payment history clearly proves that the new fixed-rate mortgage began in  
12 July 2011. The **"Refinance your ARM to Lock-in a Low Fixed-Rate (at 2% at least in 2011)"** was  
13 widely advertised by many banks from 2009 through 2011, 2012 and continuing low-rate well  
14 into 2016, including at BofA branches and was widely published on BofA website urging BofA  
15 mortgage clients, especially ARM clients to do so during the same periods, and again in 2020  
16 and 2021. We did not research conditions for the time outside of these periods. However, such  
17 publications are mandated by banking and mortgage regulatory agencies to prevent banks from  
18 continue to charge high interest rate contracted in the past when new prevailing rates are low.

18 ALL ABOVE "REGURGITATED" (borrowing Your Honor's words) FACTS and EVIDENCE of  
19 banking and mortgage frauds, Loan Modification frauds and Foreclosure and Bankruptcy-Claims  
20 frauds which are indisputable and undisputed, were submitted to the Courts during 20-10237-  
21 JKS, including a large volume of BofA's website publications from 2011 to early 2021, and that  
22 of WT/Fay/FV and M&T Bank proving the willfulness of their IP-Theft and RICO crimes as well as  
evidence to the facts listed below, **but all have been ignored:**

23 1. The term "Loan Modification to Step-Rate Periods" cannot be found anywhere on the  
24 BofA website from 2009 to today, with searches of BofA's past website conducted on Internet  
25 Archive Wayback Machine. Extensive documented proofs of this fact, printed from BofA's  
26 website were submitted during 20-10237-JKS and in parallel also to the State Court.

27 2. From 2009 through 2012, the term "Loan Modification" did not appear on BofA's  
28 website under Home Mortgage and Home Mortgage Refinance categories. On the other hand,

1 **"Refinance now to Lock-in a low fixed rate"** was prominently advertised in the bank's physical  
2 branches, through emails and on BofA's website (**Exhibit 6, BofA Refinance webpage as of July**  
3 **2011, which continued through July 2012 when the DOJ-BofA Settlement was struck, dictating**  
4 **even more visible and larger Fixed Rate Refinance pages and pronounced publication of the**  
5 **Department of Justice - BofA Settlement Agreement, as well as many distressed homeowner-**  
6 **borrower Assistance Programs, including Loan Modification Assistance to prevent the Bank**  
7 **(and its partners and service providers) to conduct avoidable, fraudulent or dual-tracked**  
8 **foreclosures, which they have done to us with pre-meditation and planning beginning in 2016.**

9 3. The term "Loan Modification" has always been defined as a "Distressed Borrower  
10 Assistance Program" mandated by banking and mortgage regulatory authorities to **avoid**  
11 **Foreclosures**, and that a distressed borrower must demonstrate hardship and inability to make  
12 mortgage payments. Extensive publications on this fact on BofA's website past and recent were  
13 submitted to this Court in 20-10237-JKS in January through March 2021 and to the State Court  
14 under Your Honor's guidance. These submissions were copied to BofA's top executives, who  
15 have not replied to dispute our allegations of banking fraud, mortgage fraud, Loan Modification  
16 fraud and RICO crime represented by the 12-page "Loan Modification to Step-Rate Periods"  
17 document, and the massive body of evidence supporting our allegations provided to the Court  
18 and to BofA's executive management team, which received no reply and was not disputed.

19 4. The Hendels were **NOT** financially distressed until well after the criminal Lawfare UNN-L-  
20 3484-13 was launched against them in the fall of 2013. The Hendels had never missed a single  
21 payment to any loan until March 2017, 6 months after BofA's persistent urging to the Hendels  
22 to stop making payments for 6 months to prove inability to make mortgage payments in order  
23 to become "eligible" to the BofA Loan Modification Assistance Program (LMAP) which BofA told  
24 the Hendels and the Hendel lawyer Mr. Byck that the bank fully intended to offer to the  
25 Hendels who had been clients of BofA since 1981 with impeccable track record. The BofA  
26 Personnel interacting with Mr. Byck on debt-restructuring negotiations told Mr. Byck of the  
27 bank's 6 months-to LMA plan which would drop the interest rate from 2% to between 1% to  
28 1.5%, the owed principal reduced from \$1.34 million to around \$1 million, and that the HELOC  
owed principal would be reduced to somewhere between \$250,000 to \$300,000 and to be  
combined with the first mortgage into one mortgage, designed to enable us to sustain the new  
monthly payment for the long term even if the hardship and added legal fee burden we were  
experiencing would continue. The bank also told Mr. Byck that BofA had an appraisal done on  
the Hendel home in 2006 at \$6 million and a new appraisal was not needed for the LMA. Mr.



1 Byck told us that the LMA program BofA conveyed to him was reasonable but quite average,  
2 that many of his clients had obtained better discounts in rates and owed principals, but  
3 considering our mortgage and HELOC combined vs the BofA's \$6 million old appraisal was quite  
4 far from being "underwater," that was a good offer. When WT/Fay/FV showed up in November  
5 2017, they told us and Mr. Byck that they would make good on BofA's LMA as BofA had  
6 conveyed to us and requested that we remain "eligible" and to "officially apply." We had no  
7 reason to distrust BofA, Mr. Byck or WT/Fay/FV at that time, until after Fay rejected our LMA  
8 application in March 2019 while refusing to give a reason for the rejection. Exhibit 7 shows a  
9 document package we sent to the two RM brokers we have applied for RM to clarify explain the  
10 illegitimacy of the multimillion-dollar Payoff Statements Fay and SPS sent to the brokers in  
11 November and December 2021. The first 3 pages are notes to explain the subsequent 8 pages,  
12 which include Dr. Hendel's June 2011 reply letter to the April LMA application invitation and  
13 Notice of Intent to Foreclose issued by Fay to/through FV to our then attorney Mr. Byck. The  
14 next page shows the ONLY statement Fay issued to us through Mr. Byck dated 6/01/2019  
15 showing "Outstanding Principal as \$1,345,316 and a fraudulently hiked "current interest rate"  
16 at 4.25% without ever notifying us before, nor any justification for the hike. We obtained this  
17 Statement in the later part of 2020 from a half-box of documents obtained from Kasuri Byck LLC  
18 as Byck's file on our case. The subsequent 5 pages in the Exhibit shows evidence to the July 11  
19 Refinance of the 5/1 ARM to a Fixed Rate Mortgage at 2%, consistent with the prevailing rate  
20 years before July 2011, and years thereafter with only a short and small rise in 2018, which  
21 soon dropped back down to as low as 1.75% for a fixed rate conventional mortgage in 2020 and  
22 2021.

23 5. Recently, we re-researched further into BofA's website from August to October 2016 on  
24 BofA's Loan Modification Assistance program (**Exhibit 8**). Note the "Department of Justice  
25 Settlement" column is prominently displayed on the right side of the page which links to details  
26 of the 2012 DOJ-BofA settlement terms prohibiting BofA and its agents and servicers from  
27 doing exactly the frauds and crimes BofA and its agents WT/ Fay/FV have been doing to us since  
28 September 2016, and BofA since Nov/Dec 2011 according to the scam 2-page and 12-page Loan  
Modification documents shown in Exhibits 5A and 5B. We already pointed out facts regarding  
DOJ-BofA Settlement in which BofA was fined \$7.6 Billion and WT and Fay's records of financial,  
mortgage and foreclosure fraud convictions to the Court in 20-10237-JKS, but the Court still  
ignored these bankers' pattern of criminal behavior and their continual and documented  
criminal behavior against us, while accepted whatever WT/Fay/FV said and wanted.

1 6. We also found in BofA's October 2016 webpage on BofA's Loan Modification, that one  
2 of the key eligibility requirements was being "behind for at least 60 days in mortgage payment",  
3 giving credence to the requirement of "proving inability to make payment by NOT making  
4 payment" BofA and Fay told us and our attorney Mr. Byck. The "6-months-to LMA quote" BofA  
5 made to us and to Mr. Byck in retrospect smells of a premeditated scheme to drag out the time  
6 to issue us a lawful LMA as BofA had pledged, in order for BofA to bring in WT/Fay/FV (with a  
7 track record of financial improprieties already in public records in June/July of 2017) to further  
8 its planned deception, bad-faith practices and fraudulent foreclosure to occupy and entrap us,  
9 do dirt-digging and having the clock running out on us, to incapacitate us with the end goal in  
10 driving us homeless, to completely dispossess and destroy us, so that we cannot enforce our  
11 patent rights against BofA and its co-conspirators' theft and looting of the at least 8 patents we  
12 own. Given the fact that all these RICO crimes and Lawfare actions began when we notified  
13 Agriculture Bank of China (ABC) and China Merchants Group (CMG)—clients, partners and  
14 investors to both BofA and Chubb in the spring of 2010 of their infringement on these patents,  
15 the crimes against us are transnational in nature, are willful crimes against the interest of USA  
16 and the State of New Jersey, and knowingly protecting and enabling illicit interests of a large  
17 number of international enterprises, the largest ones of hostile Communist Chinese owned and  
18 operated enterprises (SOE) which are multinational corporations stealing/looting American  
19 Intellectual Properties we own, alongside and in similar fashion as BofA/ WT/ Fay/FV, Chubb  
20 and WT parent M&T Bank have collectively done in IP Theft in at least the same 8 to 9 patents  
21 against us and against the interest of USA and the State of New Jersey. Thus, these crimes are  
22 **treasonous crimes.**

23 7. WT/Fay/FV had persistently used **ONLY** the old and superseded August 2006 BofA-  
24 Hendel 5/1 AMR document as its Proof of Standing (and the blank rubber-stamped counterfeit  
25 copy of the dated and invalidated 5/1 ARM document was filed one-year late on 6/7/2019  
26 while their fraudulent foreclosure complaint was filed on 7/18/2018 without Proof of Standing  
27 with it, but falsely claimed in a false Certification filed with the complaint that a valid and  
28 genuine Proof of Standing was filed with the complaint). This counterfeit security was also used  
as WT/Fay's Proof of Claim filed in March 2020 in 20-10237-JKS. They did not dare to use any  
part of the 12 page fabricated "Loan Modification to Step-Rate Periods" until after WT/Fay/FV  
perceived that this document and their frauds had been properly "Adjudicated" by Your  
Honor's 3/25/2021 dismissal of 20-10237-JKS. They used this 12 page document for the first

1 time in the secretive WT/Fay/FV application for Alias Writ at the State Court in July 2021, based  
2 on FV's proclamation that it had been "**Adjudicated**" in 20-10237-JKS by Judge Sherwood.

3 8. WT/Fay/FV is now daring to take this brazenly and obviously fraudulent 12-page  
4 document out of hiding and use it in its Proof of Claim 10 in 21-18847-JKS now, which they did  
5 not dare using in their Claim 7 in 20-10237-JKS. They had to know the 12-page document in  
6 itself is evidence to BofA's financial, banking, mortgage and Loan Modification frauds. Their  
7 prime-time daylight use of this 12-page scam obviously was based on their belief that this  
8 fraudulent document had indeed been "adjudicated" by Your Honor in March 2021, a year after  
9 they filed the fraudulent Claim 7 in March 2020 in 20-10237-JKS. WT/Fay/FV and Your Honor  
10 have NOT provided any legal argument nor evidence that this document does not represent  
11 banking fraud, mortgage fraud and a Loan Modification fraud, and does not violate banking,  
12 financial, mortgage and Loan Modification rules, laws and regulations. On the other hand, we  
13 had provided abundant evidence submitted to 20-10237-JKS in documented facts, laws and  
14 regulations and copied to BofA's top executive leadership team. WT/Fay/FV and the Bank of  
15 America have not disputed our allegations of them having collectively conducted IP-Theft,  
16 banking, mortgage and Loan Modification frauds, banking documentation fraud and a  
17 fraudulent foreclosure action, nor disputed any of the evidence we have provided to support  
18 our allegations. See **Exhibits 9 A to C** for additional notification letters we sent to the top  
19 executive management teams of Chubb Limited, the Bank of America and SPS. We had already  
20 provided to the Court our notification letters sent to M&T Bank, Wilmington Trust, Fay and FV  
21 of their Patent-Infringements and the RICO crimes they and their lawyers had committed and  
22 are continuing to commit against us. Till today, we have received no reply and no dispute to our  
23 notifications, allegations and supporting evidence to our allegations. The only reply we ever  
24 received from the Bank of America and its lawyer stated that Fay Servicing is the servicer of our  
25 BofA first mortgage and that Select Portfolio Servicing is the servicer of our BofA HELOC,  
26 without mentioning Wilmington Trust or MEB Trust. (**Exhibit 10**).

27 9. The old August 2006 BofA-Hendel 5/1 ARM was originated at a 2.25% interest rate with  
28 a LIBOR index which soon trended lower toward an interest rate of 2% or below all the way into  
2019, with only a very slight rise in 2019, and soon reverted back to 2% in 2020 and 2021. On  
the other hand, WT/Fay/FV have insisted to further exhaust and inflict financial damages on the  
Hendels through pressuring Your Honor to issue an order for us to pay a monthly mortgage  
payment in 20-10237-JKS of \$6,100 at 4.25% interest rate inflated by 225% from the contracted  
2% through fraud, and cloak it as an Adequate Protection Payment (APP, which has an entirely

1 different legal definition and purpose). We had submitted exhaustive proof to the above  
2 statements in 20-10237-JKS. WT/FV and Mr. Schwalb have not supplied any dispute to this  
3 evidence and the allegation of their acts of frauds, nor supplied any evidence to support the  
4 notion that their fraud was not a fraud, neither has Your Honor done so, other than an arbitrary  
5 and capricious statement that Your Honor did not see the 12-page fraud as a fraud, and that  
6 the Hendels had not "convinced" Your Honor of it being a fraud. This casual and off-the-cuff  
7 statement appears to us as no different as an attempt to white-wash/laundry brazen and  
obvious financial institutional crimes from the bench.

8 10. Your Honor had stated in a recent hearing that if we had legal representation,  
9 our attorney would have told us that "during Bankruptcy we are legally obligated to continue to  
10 pay full loan payments on both of our secured loans." This, in Your Honor's action from the  
11 bench also has meant for us to pay whatever these financial institutions demanded. This  
12 statement is also inconsistent with our experience of attorney representation, what BofA/  
13 WT/Fay had told us during our 2016 Chapter-11 bankruptcy through the advice and guidance of  
14 Attorney Byck (to protect us from Chubb and State Judge T. J. Walsh colluded blackmail to force  
15 us to sign a Global and General Release (GGR), and online lessons provided by the American  
16 Bankruptcy Institute (ABI). BofA told us that we did not need to and should not continue to  
17 make loan payments during Bankruptcy, which BofA said was delaying our becoming eligible for  
18 the BofA LMAP and had hampered BofA from being able to offer us LMA. The now deceased  
19 Mr. Byck told us, that in his long years of experience, banks offer bankrupt borrowers  
20 substantially better Loan Modifications to move the loan off the books, and as he was  
21 instructed by BofA, we needed to STOP make mortgage payments to prove our inability to  
22 make payments in order to become eligible for BofA's LMAP. When Fay Servicing showed up in  
23 November 2017 claiming to have taken over our first mortgage from BofA, they told us and Mr.  
24 Byck that WT and Fay would make good on BofA's LMAP promise, and that BofA's eligibility  
25 requirements and instructions stood. When Attorney Courtney Schael was about to take over  
26 as our attorney after Mr. Byck's passing (and before she was frightened into quitting after Mr.  
27 Mezzacca called her a few times), she told us that Fay Servicing should not have requested that  
28 we pay APP and the Court should NOT have ordered us to pay the APP WT/Fay/FV demanded,  
because the equity in our home was so large that the value of our home would NEVER risk  
falling or depreciating below the sum of the two BofA loans, and she would proceed to appeal  
the APP Order. She was also quite confident that Fay Servicing and Select Portfolio Servicing  
would have little choice but to make good with a genuine LMA under SEC and CFPB regulations,

1 their own website publications, and the LM application invitations they sent to us, which were  
2 followed by our dutiful and documented applications each time. Upon recent and further  
3 inspection of the alleged August 2006 BofA-Hendel 5/1 ARM Note submitted by WT/Fay/FV to  
4 the State's Foreclosure Court and as Proof of Claim to Your Honor's Court, we find it also to  
5 contain sentences that made no sense, and likely was a poor alteration con-job made by one or  
6 more of the parties involved in conducting the foreclosure fraud. **(Addendum I).**

7 **For the above reasons, we assert that many of Your Honor's actions, inactions and words**  
8 **spoken and unspoken in 20-10237-JKS and so far in this case (21-18847-JKS) appear to be**  
9 **biased favoring the side of the bankers, and hostile against us—the Hendels—the productive**  
10 **and law abiding citizen taxpayers who happen to have something the bankers want, who have**  
11 **been looting and desiring to take possession from us—our Intellectual Properties. Our**  
12 **historically significant and magnificent home with large equity in it, which their lawyers have**  
13 **been targeting to get their hands on since the filing of UNN-L-3484-13 by their co-conspirators,**  
14 **or sooner, which the bankers have only been happy to enable the lawyers and their co-**  
15 **conspirators to steal and loot as a bonus for their actions to destroy us for the bankers. Many of**  
16 **Your Honor's actions and spoken words in the hearings appear arbitrary and capricious, in error**  
17 **and biased on the bankers and their lawyer's side and hostile to us, thus could be and were**  
18 **perceived as encouraging and even desiring to aid and abet the bankers and their lawyers' RICO**  
19 **crimes, deceptions, frauds, and predatory looting against us, and the Fraud on the Court they**  
20 **have committed As a result, WT/Fay/FV have been emboldened in believing that Your Honor**  
21 **would support whatever they want and do, regardless of how brazenly false, dishonest, in bad-**  
22 **faith and predatory and criminal it was. They had proclaimed to the State Court in the fall of**  
23 **2021, that Your Honor had "adjudicated" the 12-page "Loan Modification to Step-Rate Periods"**  
24 **document in March 2021 (and adjudicated their other lies and frauds) and marched the 12-**  
25 **page fraud out of hiding. On the other hand, we perceived that Your Honor at the end decided**  
26 **to toss the hot-potato task of adjudicating/laundrying the fraud (and crime) of the bankers**  
27 **and their lawyers back to the State Court. Your Honor knows what Your Honor intended to**  
28 **do, what you actually did do and what it meant, and now have a responsibility to clarify the**  
29 **perceived "adjudicating" ruling proclaimed by WT/Fay/FV.**

30 If Your Honor have indeed "adjudicated" the banking, financial, mortgage and loan  
31 modification frauds evidenced by this 12-page "Loan Modification to Step-Rate Periods"

1 document as WT/Fay/FV has claimed, ignoring such crimes also evidenced by a large body of  
2 documented facts from the bankers' own websites and SEC, CFPB, DOJ publications and rulings,  
3 as well as a large body of Court rulings in other States which we had submitted to 20-10237-JKS  
4 but which were ignored by the banks, their lawyers and Your Honor. The "adjudication"  
5 proclaimed by WT/Fay/FV has had no basis in fact or law and was never argued for, but merely  
6 stated as a fact by proclamation, we request that Your Honor provide the factual and legal basis  
7 for the perceived/proclaimed "adjudication," assuming that WT/Fay/FV indeed perceived and  
8 proclaimed Your Honor's statements and rulings correctly.

9 We believe that at this time, we have exhausted all of the trust and confidence in our Court  
10 System we can possibly have. **Further investigations and determinations need to be made by**  
11 **SEC, CFPB, and DOJ** (which made a Settlement Agreement with BofA in 2012 prohibiting BofA  
12 and its agents from doing exactly that what they have done to us, documentation of which we  
13 had submitted to Your Honor in 20-10237-JKS but which was ignored) of whether this 12-page  
14 document can possibly be legitimate, and that the 10 years of bad-faith practices, abuses and  
15 assaults by staged thugs who also initiated the RICO crime Lawfare to lead to fraudulent  
16 foreclosure by WT/Fay and FV on the BofA-Hendel 2% Fixed-Rate mortgage and HELOC, their  
17 theft and looting of our wealth, our time, our peace and joy of life, our life's work, our  
18 Intellectual Properties, while scamming to loot our remaining tangible asset—our home, and to  
19 illicitly take possession of Intellectual Properties we own and they have been unlawfully using  
20 (by theft and by looting) through the judges and Courts they have corrupted, **while brazenly**  
21 **and openly proclaiming that they want to boot us out of our home, their determination to do**  
22 **so ASAP, can possibly be lawful deeds.** Or to determine that in reality and by law these are  
23 willful, treasonous and inhumane RICO crimes against us and against America.

24 **Law requires that contracts and orders related to the contracts be vitiated/nulled when a**  
25 **fraud related to the contracts or orders was committed.** There have been numerous frauds  
26 and crimes committed against us by this diabolical group of bankers and their representatives  
27 over the past ten years. However, the history of the RICO crime and Lawfare cases we have  
28 endured at the State Courts and in USDC-DNJ/Newark has proven that the State Courts and this  
Court do not have the integrity or courage to rule according to law, and against the illicit and  
predatory interest of the bankers and their lawyers. Nevertheless, Your Honor is welcome to  
show the people of the State **that Your Honor in the end, will demonstrate the integrity and**  
**courage required of a judge who represents justice, the people, and the rule of the law.**

1       **We are still focused on paying off these two weaponized mortgages but may not be able**  
2 **to do so given the interference we have experienced and continue to experience.** We motion  
3 the Court to order Fay Servicing, SPS and their lawyers to end their sabotage of our refinancing,  
4 to stop the further stripping/looting/exhausting of our financial capacity to further their goal of  
5 looting our remaining assets through this Court. We motion the Court to order the two loan  
6 servicers who have long records of complaints of their wrongdoings, who had courts outside of  
7 New Jersey penalize them with large fines (and even criminal convictions against at least 6  
8 Wilmington Trust executives who were sentenced to years of jail time, public records of such  
9 are easily available with a Search on the Internet which we had previously provided to this  
10 Court), to now issue honest and reasonable Payoff Quotes, so that we can succeed in paying off  
11 these two weaponized BofA loans with refinancing from another lender, and to issue the Loan  
12 Modification required by law which they had pretended to offer but only used as a lure and an  
13 instrument of abuse. Allow us to exit Chapter 11 without being financially destroyed and get  
14 this case off Your Honor's docket and off our backs permanently. We deserve to regain peace,  
15 joy of life and time for physical exercise to regain our health, to conduct productive and  
16 innovative work to continue to benefit the American people and the world at large as we love  
17 to do and have done before the criminal RICO crime assaults began 10 years ago and stole 10  
18 years of our life and nearly destroyed our health.

17 **Let us now discuss what may pass as reasonable payoff quotes from Fay Servicing and**  
18 **SPS on these two weaponized BofA-Hendel mortgages within a narrow context**

19 **A. On the BofA-Hendel first mortgage allegedly transferred to Wilmington Trust and serviced**  
20 **by Fay Servicing beginning in November 2017.**

21       1. The only Fay Servicing statement we have ever received (through attorney Byck) was  
22 dated 06/10 /2019 as shown in **Exhibit 7** (6<sup>th</sup> page-- the 3rd page after the first 3-page note  
23 explaining the 8-page document-set which follows). The statement alleged the owed mortgage  
24 balance to be **\$1,345,316**, and the interest rate to be the 225%-inflated 4.25%, which according  
25 to the 2-pager on the faux "Modification to 2% Fixed Rate" Mr. Schwalb presented for BofA/WT  
26 and Fay in September 2020, **would not even begin until December 2020**. We were never  
27 notified of this unjustifiable predatory and unlawful interest rate hike, but only found it in the  
28 2-pager fraud Mr. Schwalb presented in September 2020 in 20-10237-JKS.



1        2. On the other hand, we have repeatedly received Fay Servicing's bad-faith invitations for  
2 us to officially apply for Loss Mitigation or Loan Modification, telling us to remain "eligible" (as  
3 BofA required) when WT/Fay/FV appeared in 11/2017 to announce that the trio had taken over  
4 our mortgage from BofA. They repeatedly extended to us Loan Modification application  
5 invitations on paper in April 2018, then in February/March 2019, all the way to September 2019  
6 (**Exhibit 11**). Fay also emphasized on its website that the company was fully committed to avoid  
7 Foreclosures and Sheriff's Sales and would "work with all borrowers" to find ways to ASSIST  
8 borrowers to avoid foreclosure. With us remaining naively trusting, and dutifully applied and  
9 supplied all documents Fay had demanded over the lengthy time periods, often not only  
10 onerous, intrusive, but also repetitive—as if intentionally asking the same question repetitively  
11 until they get you to give the wrong answer they wanted from you. Attorney Byck told us to be  
12 patient, telling us that was just the slow-moving bureaucracy of financial institutions. No doubt,  
13 all of these repeated bad-faith fake LMA invitations, which Fay Servicing also publishes on its  
14 website have had the purpose of pretending to satisfy law and regulation requirements (and a  
15 CFPB Consent Decree issued in June/July 2017 against Fay Servicing's violations of these laws  
16 and regulations) governing banking, mortgages, and foreclosures (as WT/Fay/FV similarly did on  
17 page 6 of their Motion for Stay Relief paper DOC 28-1 similar to **EXHIBIT 1B**) to stringing us  
18 along. Through Attorney Byck, we supplied all of Fay's requested LM application document  
19 production demands no matter how onerous and intrusive they were, including requiring us to  
20 sign a blank IRS document release form with the intended recipient of the IRS documents left  
21 blank, as well as banking and financial statements from Make Communications & Computing  
22 (MCC) **which has been used for supporting Dr. Lin-Hendel's patent activities, having nothing**  
23 **to do with a LMA application** due to personal bankruptcy and the foreclosure frauds executed  
24 by WT/Fay/FV against our personal home. No doubt, their demanding financial information on  
25 MCC had been an attempt to dig-dirt on Dr. Lin-Hendel's patents, patent applications, and  
26 patent maintenance, which they failed to find any, leading to their premature and unexplained  
27 rejection of our LMA application prior to the March 31, 2019 date they announced to us and  
28 Mr. Byck in writing earlier as "deadline" for us to merely declare our intention/wish to apply for  
Fay's LMAP.

3. There exists a very long and large record of onerous document production demands for  
the faux and fraudulent invitations extended from Fay Servicing to us to apply for LMA, and our  
diligent compliance to their onerous demands. If the Court so desires, we can submit these

1 records to the Court (likely to be close to a thousand pages or more), and also submit them to  
2 regulatory agencies governing consumer banking, mortgage, Loan Modification Assistance  
3 programs and foreclosure and Sheriff's Sale actions.

4 4. We believe that by SEC, CFPB and DOJ regulations and rulings, BofA/WT/Fay cannot  
5 charge us interest when they had told us to stop struggling to make mortgage payments in  
6 order to be eligible for BofA's LMAP which as stated by BofA, would be designed to enable us to  
7 sustain new payment under LMA, even if our distressed financial condition (wholly caused by  
8 the RICO crimes and Lawfare master-minded by Chubb and BofA), and which was known to  
9 BofA and its agents WT/Fay/FV.

10 **Exhibit 12A** shows the payment, interest and principal balance table calculated by an  
11 industry standard Loan Calculator using BofA/Fay's **false number \$1,345,316.00 (which already**  
12 **pilfers from the Hendels by \$217,117)** starting from March 2017 (the first month of non-  
13 payment resulting from BofA's repeated urging) through the present time at the contracted 2%  
fixed-rate widely advertised and solicited by BofA during 2011 and beyond.)

14 **Exhibit 12B** shows an Excel spread sheet of the payment table shown in Exhibit 12A  
15 summing the total amount paid at the right side of the loan payment table, and synchronizing  
16 to the APP we have paid, resulting in a payoff amount of **\$1,293,441.54** including the excess  
17 **\$217,117** and without any loan modification (**which is mandated by law for avoiding**  
18 **foreclosure, and which BofA and Fay had dangled in from of us from Sep. 2016 through Dec.**  
19 **2019 to entrap us and run a foreclosure scam on us, while deceptively using the LMA lure to**  
20 **fake compliance, which was most recently repeated in WT/Fay FV's motion paper, Exhibit**  
21 **1B**), and using a start-up number which had already pilfered the Hendels by \$217,117.00 (See  
Addendum I).

22 **Exhibit 12C** shows the 11/17/2021 **faux Sheriff-Sale** Fay/FV secretly entered for 11/17/2021  
23 with the **sale price of \$1,471,231.14** attempting to additionally extract another \$177,790. The  
24 \$1.61 million payoff quote Mr. Schwalb cited in the 3/29/2022 hearing represents an additional  
extraction of \$138,768.86 from the Hendels, **summing to a total pilfering attempt of \$533,676.**

25 **Exhibit 12D** shows the 1098 tax form for Year-end 2021 which finally arrived through email  
26 on 3/29/2022, 3PM, which lists the "Outstanding mortgage principal" at **\$1,328,632.69**, lessor  
27 than the Sheriff's Sale number of \$1,471,231.14 **by \$142,599**. Let us repeat, Mr. Schwalb stated  
28 in the 3/29/2022 hearing that he had a payoff quote From Fay at "about \$1.61 million,

1 subtracting from Fay's own alleged 2021 Yearend principal balance of \$1,328,632.69,  
2 indicates a pilfer attempted through their own two pilfering numbers (and not counting the  
3 earlier discrepancies involved in these numbers), of additional \$281,368 by using and abusing  
4 the Hon. Sherwood and the 21-18847-JKS Court.

5 Exhibit 12E (Addendum I, Table 2, pg. 3) shows the honest principal balance taking into  
6 account the \$103,930.36 APP we have paid to Fay so far, ending up to be at \$ 1,066,613.98,  
7 entirely without Loan Modification Assistance as required by SEC, CFPB and DOJ, and dangled in  
8 front of by BofA/Fay—all the way to December 2019.

9 **How much have the Hendels been damaged through IP-Theft by BofA, M&T Bank,**  
10 **Wilmington Trust, Fay Servicing and Friedman Vartolo?**

11 BofA/WT/M&T/Fay/FV combined have caused us at least \$1 billion in damages in their  
12 collective theft/looting-use of the at least eight important and paradigm changing Internet  
13 patents we own since 2010, when gauged with recent examples of Court Ordered damage  
14 awards or settlements in: 1. Apple v. Samsung (\$500 million damage award to Apple for  
15 Samsung using the round cornered iPhone design without authorization), 2. UPI vs. Huawei  
16 (with \$450 million or more awarded to UPI for Huawei infringing on 6 wireless standards matter  
17 related patents UPI had acquired), and 3. ZeniMax Media v. Facebook/Oculus (Jury awarded  
18 \$500 million damages to ZeniMax, which was halved by the judge to \$250 million (plus \$54  
19 million in interests) for Oculus' theft of 3-lines of software code from its founders' ex-employer  
20 ZeniMax. Industry rumor has it that Facebook settled for \$500 million to avoid appeal and risks  
21 in additional discoveries. Publicly available detailed references on these cases were previously  
22 provided to the Court.

23 The above estimate does not include Chubb, SPS and Credit Suisse's theft-use of these  
24 same patents, nor the large number of the banks' clients/partners/investors in the at least 50 of  
25 the largest CCP/PRC giant banks and other multinationals. They now want to steal additional  
26 hundreds of thousands from us-the patent owners through the two mortgages they have  
27 weaponized, after 10 years of conducting RICO crimes against us, stripped our wealth, putting  
28 us through hell and stealing 10 years of our life, while claiming bloated "attorney fees" which  
they've spent to abuse and commit crimes against us and to defraud SEC, CFPB, DOJ and the  
Courts. It is clear that the fudging and bloating of pay-off numbers have been intentionally  
aimed to diabolically maximize injuries on us, while attempting to reward the tools of crime  
with bonuses through our home, home equity and even remaining land assets.

**Fay Servicing has refused and failed to provide us with any account statements and payoff quotes up to the present time and have refused and deprived us of online access or any other access to our account information.**

Fay Servicing has persistently refused all of our requests for account statements. We also requested Fay to email us a payoff quote in early March 2022. The Fay Customer Service person answering the call stated that Fay could not email it to us, nor allow us online access to our account information, but would mail a 30-day payoff quote (valid for 30 days) to us within 4 to 5 days. We have received nothing as of 3/31/2022, nearly a month later. Apparently, Fay sent it to Mr. Schwalb, and he has kept it since, only revealing that he had it during the 3/29/2022 hearing, when Dr. Hendel asked for it again at the Court. He finally sent it to us on March 31, 2022, albeit inaccurate and dishonest intending to mislead/deceive the Court and to further defraud the Hendels.

**What would a reasonable but modest LMPA as BofA had conveyed to us look like?**

What would BofA proposed Loan Modification look like: **Exhibit 13A, 13B, 13C** show Loan Calculator calculations at the LMAP which BofA had conveyed to us and to Mr. Byck, claiming rate reduction to between 1% to 1.5% and combining the first mortgage and HELOC to the sum total of \$1.3 million. We calculated the payment table at 1%, 1.25%, and 1.5%, which show modest monthly payment reductions which BofA said, by design and by law, would enable us to sustain the new payments under the BofA LMAP. However, according to BofA's website publication on the subject, we should have become eligible in May 2017, not 6 months later as BofA told us. If BofA had enacted the LMAP in June 2017 as mandated by SEC, CFPB and the bank's 2012 Settlement with DOJ, BofA would never be able to use WT/Fay/FV to weaponize the first mortgage and then use SPS to weaponized the HELOC, to use WT/Fay/FV to run fraudulent foreclosure and to book fake Sheriff's Sale to repeatedly force us to file for Chapter-11 bankruptcy protections. Similarly done with bad-faith and lawless criminality, Judge T. J. Walsh's criminal "fee-threat" was compelled by Chubb for Chubb's use to force us into either signing a Global and General Release (GGR) for Chubb (and all Chubb clients who might have any liabilities vis a vis the Hendels, and all parties involved in the RICO crimes and Lawfare they have jointly committed against us), or face an alleged half of a million dollars which Chubb said as it had spent on the law firm of White & Willaims and Mezzacca (to commit RICO crimes against us). We declined the blackmail, and thus was forced into filing for the first Chapter- 11 protection in our life on or about 9/01/2016 to "protect us" from the criminal blackmail, opening the door for BofA to use the Chapter-11 to bring WT/Fay/FV on board to continue and expand the RICO crimes Chubb and BofA initiated against us.

WT/Fay/FV had also assured us and Mr. Byck that they were committed to make good on the LMAP BofA had conveyed to us, and that we needed to abide to BofA's eligibility condition, —i.e. not making loan payments. But what they have done was to continue to use the fake LMA lure to deceive us, to commit bad-faith practices, fraud, looting and clock-running to entrap, damage and harm us, and conduct dirt-digging fishing expedition, obviously intended for use in blackmailing us into signing an IP-theft liability release as Chubb had attempted but failed.

**The Impact of the egregiously fraudulent rate hike from 2% to 3% and 4.25%:**

**Exhibit 14A** shows the loan payment table calculated at the fraudulently hiked rate to 3% by BofA as of December 1, 2016 while claiming to use it was automatically triggered by our bankruptcy filing and without mentioning a word of the 2-pager or 12 pager Loan Modification *frauds alleged already concocted in Nov/Dec 2011*. BofA told us at the time that we did not need to be concerned and should not be making payments during bankruptcy in any case, and repeated that our stop making payments would enable BofA to grant us LMAP, re-affirming to us that the rate after LM would drop to between 1% to 1.5%, and therefore the rate-hike to 3% was immaterial.

**Exhibit 14B** shows the loan table calculated for interest rate at a ridiculously 225% hiked 4.25% interest rate BofA/WT/Fay/FV sneaked in on us. Dramatic increase in monthly payments and Interest profits, and large decrease in principal balance reduction, can be seen from these calculations. Bankers BofA, WT/Fay and foreclosure/Sheriff-Sale/Bankruptcy specialist law firm FV all have deep knowledge of the devastating effect of hiking interest rates on borrowers and did it through fraud and deception against us during our time of hardship entirely engineered and perpetrated by them on us. This is to inflict engineered distress on homeowner borrowers, and then rob them blind by hiking rates instead of offering an LMAP as mandated by SEC, CFPB and DOJ, but to strike their victims maleficence with an illegal dual-track foreclosure, which are prohibited by CFPB, SEC and DOJ. Furthermore, they used a faux Sheriff's Sale listing to prevent us from refinancing with other lenders, force us into filing for Chapter 11 protection again, in another attempt to use and abuse the bankruptcy process to pressure the judge into converting the Chapter-11 into Chapter-7 or Chapter-13 in their scheme to take possession of the Hendels' Patent Portfolio.

Based on Addendum I calculations in Tables 1A, 1B and Table 2 which is also shown in Exhibit 12E, Fay shall be ordered to issue a Payoff Quote to us at no more than **\$1,066,614.00**

1 as calculated in Table 2 of Addendum I, which is also shown in Exhibit 12 E, with the APP  
2 money credited to interest and principal, but without any Loan Modification Assistance.

3 A more honest and fair payoff quote for the 1st mortgage in accordance to the LMAP  
4 BofA had conveyed to us, and calculated at the mid-point of 1.25% with a very slight principal  
5 reduction from March 2017's beginning balance of \$1,128,199 to \$1,000,000, would be at  
6 **\$925,198.72** as shown in Exhibit 13D at the 60% point between month 28 and month 29. The  
7 monthly payment under this modest LMA is a moderate reduction to \$3,638.09 vs the original  
8 unmodified monthly payment of \$4,474.68, and would have entirely avoided the foreclosure  
9 and bankruptcies, which the bankers and their lawyers have used and abused the tax-payer  
10 funded Court and Sheriff's Sale systems in their quest to squash and destroy the Hendels to  
11 side-step their very large Intellectual Property Theft Liabilities they have vis a vis the Hendels.

12 B. **Select Portfolio Processing (SPS)** has similarly invited us multiple times to apply for Loan  
13 Modification Assistance since it assumed the servicing role of the BofA-Hendel HELOC, which  
14 BofA had told it intended to fold it (the HELOC) into the first mortgage with BofA's LMAP. We  
15 did apply as instructed, but never received a reply from SPS. Instead SPS sent a shocking Payoff  
16 Statement behind our back to our Reverse Mortgage brokers to collude with Fay to sabotage  
17 our RM applications. It is worth noting that SPS has begun to use patents we own in stealth  
18 since December 2005, and SPS's 100% owner Credit Suisse has done the same. We notified SPS  
19 customer service representatives of this fact in December 2019, and again in writing to SPS CEO  
20 in 2021, and invited SPS to discuss licensing and royalty to convert the theft-use of our patents  
21 into authorized and licensed use. We have received no reply to today, demonstrating that SPS  
22 behaves identically to BofA, Chubb, WT (and M&T Bank), Fay and FV on the patent-theft matter. On  
23 the BofA-HELOC matter, SPS lawyer Mr. McDonough at least has not behaved as diabolically, nor as  
24 dishonestly as WT/Fay and FV's Mr. Schwalb.

25 In a SPS statement on the HELOC dated October 4, 2021 for Interest Rate and Payment  
26 for 11/01/2021, the principal balance is stated as 336,442.70 (**Exhibit 15A**) for a 10 year term at  
27 2.24% interest rate. We have paid SSP a total of \$19,855.84 in the name of APP (**Exhibit 15B**). A  
28 reasonable payoff quote at this time for the HELOC is **\$320,284.73** with a part of the AAP going  
into interest payment at 2.24%. However, if we use what BofA had conveyed to us as what its  
LMAP would be and take the midpoint interest rate of 1.25%, and the upper bound of owed  
principal modification at \$300,000 (between \$250K and \$300K, then applying the APP we have  
paid, a fairer payoff quote would be **\$282,260.38**.


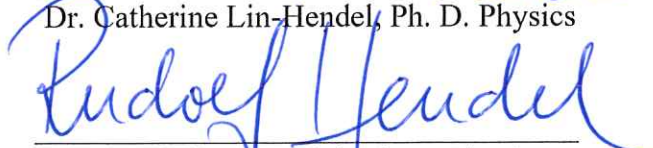
**In Conclusion, please allow us to remind Your Honor of the Oath of Office of a Judge, which to our understanding is to discern facts and truth from fabrications and lies, to uphold the rule of law, deliver justice, and be fair**

The Law requires that all contracts and orders be vitiated/nulled when a fraud related to the contracts was committed. If Your Honor is willing and have the integrity and courage to exercise the rule of Law and genuine fairness, we point to a courageous ruling by USDC-DCA bankruptcy judge Christopher Klein in a case involving BofA's abuse of consumer borrower clients (**14-2278 - Sundquist et al v. Bank of America, N.A. et al; Sundquist v. Bank of America, No. 10-35624, Adv. Proc. No. 14-2278 (Bankr. E.D. Cal. Jan. 18, 2018)**). Detailed information of the case was provided to Your Honor in 20-10237-JKS. Sundquists were treated nowhere near as diabolical and vicious, and not for as long of a time period as we have been, and with far smaller monetary damage inflicted as what BofA and their agents WT/Fay/FV have done to us. **Exhibit 16** shows a once in a life time opportunity for Your Honor to do something big for justice and for the people of New Jersey and the USA, to help New Jersey judges get out of the soul-crushing bench life of being pressured into support predatory financial institutions and their thug lawyers in committing RICO crimes to pilfer from productive citizens, while also helping to restore the integrity and reputation of USDC-DNJ/Newark, setting an example for other judges, especially the younger judges coming to the bench with a good level of idealism to do great good, as we are certain that Your Honor once was.

However, if Your Honor is unwilling to see what these bankers and their lawyers have done to us as expertly plotted and executed non-stop RICO crimes over 10 years, and unwilling to deliver justice as law demands, we urge that Your Honor to leave this task to the SEC, CFPB and DOJ, and opt out by ordering Fay and SPS to issue reasonable and fair payoff quotes, and for them to cease and desist in sabotaging our refinancing, including Reverse Mortgage refinancing.

We hereby certify that all statements made in the motion paper are truthful, and factual to the best of our knowledge.

Respectfully Submitted on April 5, 2022

  
Dr. Catherine Lin-Hendel, Ph. D. Physics  
  
Dr. Rudolf H. Hendel, Ph. D. Physics



Enclosures:

- Addendum 1 with Table I and II, and reference pages to the BofA and Fay generated key documents,
- Exhibits 1 through 16,
- Proposed Order and Certification of Service.

This matter having come before me in 21-18847-JKS, and after thorough review of documents filed by all parties in this case and in the related 16-xxxxx-JKS and 20-10237-JKS, I here by

Order

Fay Servicing to issue a reasonable and honest payoff quote to the Hendels at the amount of:

**\$925,198.72**

Select Portfolio to issue a reasonable and honest payoff quote to the Hendels at the amount of:

**\$282,260.38**

These payoff quotes shall be fixed for the next two years to allow the Hendels to reasonably refinance the BofA-Hendel first mortgages and the BofA-Hendel HELOC after suffering years of abuses and interference to their refinancing opportunities.

NO hostile or sabotaging actions of any kind, on or off the courts shall be enacted by these two secured creditors, their agents, employees, lawyers or any co-conspirators.

Violation of this order shall be penalized to the maximum as permissible by law.

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The Hon. J. K. Sherwood